

**AGREEMENT**

**BETWEEN**

**BAKER SUPPORT SERVICES, INC.**

**AND**

**LOCAL UNION NO. 780**

**INTERNATIONAL ALLIANCE OF THEATRICAL  
STAGE EMPLOYEES**

**AND**

**MOVING PICTURE TECHNICIANS, ARTISTS  
AND ALLIED CRAFTS**

**OF**

**THE UNITED STATES AND CANADA  
(AFL-CIO)**

**VEHICLE MAINTENANCE AND SUPPLY  
ROBINS AIR FORCE BASE, GA**

**OCTOBER 1, 1998  
TO  
SEPTEMBER 30, 2001**

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## **COLLECTIVE BARGAINING AGREEMENT**

**AGREEMENT**, entered into this 1st day of October 1998, by and between BAKER SUPPORT SERVICES, INC., hereinafter called "the Company", and Local 780, International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada (AFL-CIO), hereinafter collectively referred to as "the Union". All references herein to gender shall be construed as being equally applicable without any reservation to both males and females.

### **ARTICLE I BARGAINING UNIT RECOGNITION**

#### **SECTION 1.1 EXCLUSIVE REPRESENTATIVE.**

The company recognizes the union as the sole and exclusive bargaining agency and representative of all employees identified in the occupational classification set forth in Schedule A at Warner Robins AFB, GA and environs, but EXCLUDING confidential secretaries, drivers, dispatchers, fleet analyst, driver examiner, professional employees, guards and supervisors, as defined in the National Labor Relations Act, as amended.

#### **SECTION 1.2 SCOPE.**

This agreement shall cover all of the work of the occupational classifications set forth in Schedule A of this agreement at Warner Robins Air Force Base, Georgia, and environs. The work covered by this agreement shall be performed only by employees in the bargaining unit.

#### **SECTION 1.3 NO DISCRIMINATION.**

There shall be no discrimination by the Company or the Union against any employee because of sex, race, color, national origin, creed, age, handicap, Veteran's status or because of Union activity.

### **ARTICLE II RECOGNITION OF RIGHTS**

#### **SECTION 2.1 NO STRIKE.**

During the term of this agreement, the union shall not authorize, cause, engage in, sanction or assist in any slowdown, work stoppage, strike, sit-down, or picketing against the company.

A) In the event that any employee or employees shall call, cause, engage in, sanction or assist in any unauthorized slowdown, work stoppage, strike, sit-down or picketing against the company, the union and its officers and representatives agree to the following:

- (1) That the company may take whatever disciplinary action it deems appropriate against such employee or employees, including

discharge, and that degree of such disciplinary action shall not be reviewable through the grievance and arbitration procedures provided for in this agreement, provided, however, that whether or not an employee participated shall be reviewable.

- (2) That each of them jointly and severally will immediately disavow and refuse to recognize any picket line or lines established as a result of said unauthorized slowdown, work stoppage, strike, or sit-down against the company; that each of them jointly and severally will instruct employees not to respect or recognize any said picket line or lines; and in addition, will do everything within their respective powers to secure the immediate disestablishment or disbanding of any said picket line or lines: and
- (3) That each of them jointly and severally shall immediately take or cause to be taken all affirmative action to demand, cause, and require each and every employee to perform the terms and conditions of this agreement.

(B) In the event any employees shall call, engage in, sanction or assist in any unauthorized slowdown, work stoppage, strike, sit-down or picketing against the company, the company agrees that it will not file or process any action for damages arising out of said slowdown, work stoppage, strike, sit-down or picketing against the union, its officers or representatives provided these individuals have performed their obligations and responsibilities as set forth in this section.

(C) Nothing in section (A) above shall preclude any right to which the company may be entitled to secure legal or other redress of any individual who has caused damage or injury to or loss of company property nor does the company cede any rights in this regard to which it may be entitled.

## **SECTION 2.2 NO LOCKOUT.**

During the term of this agreement, the company shall not cause, permit or engage in any lockout of it's employees.

## **SECTION 2.3 PRIOR OBLIGATION.**

This agreement shall not conflict with any prior obligation the union may owe to the International Union. The union represents that the agreement does not conflict with any such obligation.

## **SECTION 2.4 RIGHTS AND FUNCTIONS OF MANAGEMENT.**

Except as expressly and specifically abridged or modified by this Agreement, all of the rights, privileges, powers, prerogatives, and authority the company had prior to the signing of this Agreement are retained by the company and remain exclusively within the rights of management, whether exercised or not.

Management's rights include, without limitation, the following: to direct, control, and schedule its operations and work force; to make all decisions affecting the business; to hire, terminate, promote, layoff, assign, classify, evaluate, transfer, suspend, discharge, and discipline employees for cause; to select the number assigned to any particular work; to determine the starting and quitting times, and the number of hours per day and shifts to be worked; to establish, modify and enforce reasonable rules and regulations that are not in direct conflict with the express provisions of this Agreement; to select supervisory, managerial and other employees excluded from the bargaining unit; to introduce new, improved or different methods of operation, regardless of whether or not such may cause a reduction in the working force; to establish, change, or combine, job classifications and determine job qualifications.

This Article is not intended to be an exclusive enumeration of the Company's prerogatives. Nothing omitted from this Article shall be construed, by virtue of such omission, to abridge or modify the Company's right to manage the business.

### **ARTICLE III UNION SECURITY**

#### **SECTION 3.1 UNION REPRESENTATION.**

All employees identified in the occupational classifications set forth in Schedule A will be informed that the Union is the sole and exclusive collective bargaining agency for the employees in the bargaining unit and, accordingly, they will be represented by the Union. They will be given a copy of the Collective Bargaining Agreement and will be referred to the appropriate union representative for information as to membership and checkoff of union dues.

#### **SECTION 3.2 AGENCY SHOP.**

(A) Membership in the Union is not compulsory. Employees have the right to, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(B) Membership in the Union is separate, apart, and distinct from the assumption by an employee of an equal obligation, to the extent that said employee receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each member of the bargaining unit pay his or her own way and assume a fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(C) In accordance with the policy set forth under subparagraphs (A) and (B) of this Article, all employees in the bargaining unit, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union (except

initiation fees) which shall be limited to an amount of money equal to the Union's regular and usual dues, including its general and uniform assessments which are part of dues. For existing employees, such payments shall commence thirty (30) days following the date of employment.

### **SECTION 3.3 CHECKOFF.**

Upon receipt of an employee's written authorization, which shall not be irrevocable for more than one year, or beyond the termination date of this agreement, whichever occurs sooner (when revocation is not otherwise provided for by local law), the company shall deduct from such employee's wages, in accordance with this agreement, if he so authorizes, the employee's union dues and remit same to the duly authorized representative of the union, together with a list of the names of the employees from whose pay deduction were made. Such a written authorization may be revoked by the employee by written notice by registered mail received by the company during the ten (10) day period prior to the end of any such applicable yearly period or during the ten (10) day period prior to the termination date of any applicable collective bargaining agreement, whichever occurs sooner. The company shall notify the union of such revocations not later than one day following receipt of same. In the absence of such notice of revocation, the authorization shall be renewed for successive yearly periods or until the end of the collective bargaining agreement, whichever occurs sooner. The union agrees to hold the company free from all liability in connection with dues collections except for ordinary diligence and care in transmittal of the monies to the union.

### **SECTION 3.4 DISCHARGES.**

Employees who fail to pay an amount of money equal to that paid as regular and usual dues to the Union (including an amount equal to the Union's general and uniform assessments which are part of dues), and/or any member who fails to maintain his membership in good standing, shall forfeit the right of continued employment. Accordingly, the Employer shall discharge such employee within seven (7) days of being notified by the Union in writing as to the failure of said employee to maintain such payments. The requirements of maintaining a membership, shall be consistent with Federal Law.

### **SECTION 3.5 NOTICE.**

The Employer shall advise the Union of the employment of employees subject to this Agreement, setting forth the employee's name, residence address, date of employment, and classification of work assigned. Said notice shall be given with seven (7) days of the hiring of the employee.

## **ARTICLE IV GENERAL SALARY PROVISIONS**

### **SECTION 4.1 WORK OF A HIGHER OR LOWER CLASSIFICATIONS.**

In emergencies for a limited period of time, employees may be assigned work of a higher classification and in such instances will be paid the higher rate of pay only for the actual time worked in the higher classification. In emergencies, for a limited period of time employees may

be required to perform work in any job classification in which they have the ability, but they shall receive no reduction in pay for performing work of a lower classification.

#### **SECTION 4.2 SALARY RATES FOR NEW OR REVISED OCCUPATIONAL CLASSIFICATIONS.**

In the event the Company desires to establish new or revised occupational classifications, the salary rates applicable shall be determined by negotiations between the Company and the Union. Operations shall not be delayed through failure to immediately agree upon salary rates applicable to any such a rate for such new job classifications, the matter shall be deemed in dispute and shall be subject to the grievance and arbitration procedures as provided in this Agreement. Rates finally established which are higher than the Company-proposed rate will be paid retroactive to the date of the start of the occupational classification.

#### **SECTION 4.3 SALARY RATES.**

The hourly rates set for employees covered by this Agreement shall be effective as set forth in Schedule A, attached hereto and made a part hereof.

#### **SECTION 4.4 BENEFITS.**

The Company will make available to regular, non-probationary employees some, none, or all of the following benefits: Life insurance; health insurance; dental insurance; vision insurance; prescription insurance; pension plan (to include 401(k) plan); disability insurance. Additionally, the company will provide employees covered by this Agreement with a paid personal illness leave benefit. The terms of this Agreement and/or the provisions of plan documents shall determine questions of eligibility and coverage, with the provisions of plan documents being controlling in the event of conflict. The total cost to be incurred by the Company in providing the hereinabove optional benefits shall be limited to \$2.84 per person per productive hour actually worked in performance with Employer's contract with the Government. If the total cost per employee incurred by the Company in providing health benefits and sick days exceeds or is projected to exceed such amount, then such excess cost shall be shared equally between the Employees and the Company. If the cost incurred by the company in providing health benefits and sick days is less than the Company's total cost limitation per employee, the company shall deposit the balance of such funds into each employee's pension plan (to include 401(k) plan).

##### **EFFECTIVE**

10/1/95

\$2.82 per hr.

##### **EFFECTIVE**

10/1/96

\$2.83 per hr.

##### **EFFECTIVE**

10/1/97 thru 9/30/2001

\$2.84 per hr.

#### **SECTION 4.5 401(k) STATEMENTS.**

401(k) Statements will be provided in accordance with the 401(k) Plan.

#### **SECTION 4.6 SHOE ALLOWANCE.**

The Company will reimburse each mechanic up to Seventy-Five Dollars (\$75.00) per calendar year, commencing January 1, 1999, for safety shoes or boots when a valid receipt is presented to the Company.

## **ARTICLE V HOURS AND OVERTIME**

### **SECTION 5.1 DEFINITIONS.**

(A) **"Normal Work Week"**. The "Normal Work Week" for all employees covered by this agreement shall consist of five consecutive days, not exceeding eight hours in any one "Regular Work Day" of twenty-four (24) hours.

(B) **"Scheduled Days Off"**. Each full-time employee shall have two consecutive "Scheduled Days Off" in each "Regular Work Week". A "Scheduled Day Off" shall be a calendar day during which no "Regular Shift" is scheduled to start.

(C) **"Regular Work Week"**. The "Regular Work Week" for all employees shall begin at 12:01 A.M. Sunday and end at 12:00 o'clock midnight the following Saturday night (i.e., seven (7) consecutive calendar days, Sunday to Saturday inclusive).

(D) **"Regular Work Day"**. For the determination of daily overtime and of overtime worked in the "Regular Work Week", on "Scheduled Days Off", and on Holidays, the "Regular Work Day" will be used and will consist of twenty-four (24) consecutive hours, from 12:00 o'clock midnight to 12:00 o'clock midnight (the calendar day).

(E) **"Regular Shift"**. A "Regular Shift" shall be scheduled in advance, and shall consist of eight (8) consecutive hours during a "Regular Work Day", exclusive of meal periods of not less than one-half (1/2) hour or more than one (1) hour each.

(F) **"Night Shift"**. The term "Night Shift" shall mean any shift starting at or after 1:00 P.M. and before 6:00 A.M. The time when an employee actually commences work will determine whether or not he has worked a "Night Shift" for the purpose of shift differential pay only.

(G) **"Hours Worked"**. For the determination of overtime worked in the regular work week, time paid but not worked (for example holiday, vacation, jury duty, bereavement leave, etc.) shall not be regarded as "hours worked" for the computation of overtime.

### **SECTION 5.2 CHANGE OF SHIFTS.**

The Company shall give a notice of at least five calendar days of any change in regular shifts to the Union and the employees affected. The five calendar day notice will be waived in cases of contingency operations.

### **SECTION 5.3 MEAL PERIODS.**

Employees working on single shift operations shall be entitled to a meal period of not less than one half hour or not more than one hour during which they shall be relieved of their duties. In the event an employee who is entitled to a meal period is not relieved of his duties, even though

he may be permitted to eat while on the job, he shall be compensated for such time and shall not be sent home prior to working eight hours, plus the time normally allotted for his meal period. Conflicts in scheduling will be resolved by seniority consistent with efficient operations.

#### **SECTION 5.4 OVERTIME RATES.**

Overtime shall be paid for all hours worked in excess of forty (40) hours in the regular work week. Overtime will be paid at the rate of one and one-half (1-1/2) times the employee's normal rate of pay for the hours worked subject to overtime.

(A) **Overtime Calculation** Hours spent on holidays will be counted as hours worked for purposes of overtime payment. Employees must be in holiday pay status.

(B) **Hours Worked on Holidays** In the event an employee is required to work on a holiday, the employee will receive time and one half (1 ½ ) pay for hours worked plus the normal holiday pay.

#### **SECTION 5.5 PYRAMIDING OF OVERTIME.**

No employee shall receive more than one overtime rate for the same hours worked, and if more than one rate is applicable to the same hour worked, the higher rate only shall be paid.

#### **SECTION 5.6 SHOW-UP AND CALL-IN PAY.**

A full time employee (A) reporting for work in the absence of notice not to report, or (B) an employee called in to work on a holiday or on one of his scheduled days off, or (C) an employee who is recalled after completing a day's assignment and has checked out and left his place of employment, shall be entitled to a minimum of three (3) hours work opportunity and shall perform such duties as the Company assigns. The foregoing shall not apply in contingency operations or when the Company is unable to provide work due to weather conditions, acts of God, the failure of other employees to report, or other conditions beyond the control of the Company.

#### **SECTION 5.7 DISTRIBUTION OF OVERTIME.**

Consistent with efficient operations, overtime shall be distributed equitably among employees in each occupation to the maximum extent practicable. The computation of overtime shall be in converted time (i.e., eight (8) hours worked at time and one-half pay shall be charged as twelve (12) hours worked).

#### **SECTION 5.8 CANCELLATION OF EARLY REPORT TIME.**

If the Company fails to notify a full-time employee of cancellation of an early reporting time at least ten (10) hours prior to his regularly scheduled start time, or the corresponding time on scheduled days off, the employee shall be permitted to report for such assignment, unless notice of cancellation is given to the employee prior to the employee's departure from his assigned work place during the last work period prior to such assignment. The cancellation of early report time notification does not apply when the Company is involved in Contingency Operations.

### **SECTION 5.9 NIGHT SHIFT PREMIUM.**

A shift differential of 10% of the employee's straight time base rate shall be paid for all time worked on a night shift. An employee shall not receive the night shift differential for hours worked before or after his regular shift if an overtime rate is received solely because such hours are before or after his regular shift.

### **SECTION 5.10 WORK PERIODS.**

Employees shall be given five (5) separate consecutive work periods of eight (8) consecutive hours of work (as distinguished from pay) within a regular work week. For the purpose of determining a separate work period, a break in work of less than two (2) hours shall not constitute a separation. Each separate work period shall begin within a separate "regular work day" except that when a new work period begins separated by a break of at least two (2) hours, which extends at least eight (8) hours into the next "regular work day", those (8) consecutive hours after midnight will be considered as hours worked in the work period in the second day for the purpose of satisfying the requirements of this section.

## **ARTICLE VI HOLIDAYS AND PAYMENT**

### **SECTION 6.1 HOLIDAY PAYMENT: Effective October 01, 1998.**

(A) All employees covered by this Agreement shall receive holiday pay for each of the following designated holidays, irrespective of the day of the week on which the holiday may fall. Holiday pay shall be equal to the employee's pay for one day as per his/her regular scheduled shift. The Employer may substitute for any named holidays another day off with pay in accordance with a plan mutually agreed upon by the Company and employees involved.

- |                                  |   |
|----------------------------------|---|
| 1. New Year' Day                 | 8. Veteran's Day                          |
| 2. Washington's Birthday         | 9. Thanksgiving Day                       |
| 3. Martin Luther King's Birthday | 10. Christmas Day                         |
| 4. Memorial Day                  | 11. Floating Holiday -(to be taken during |
| 5. Independence Day              | the employee's birthday week)             |
| 6. Labor Day                     |   |
| 7. Columbus Day                  |   |

(B) When a holiday falls within an employee's vacation period, such day shall be treated as a holiday rather than a vacation day.

(C) Any holiday which falls on a Saturday or Sunday shall be celebrated on the day designated by Warner Robins AFB for the observance of such holiday.

## **ARTICLE VII VACATION**

### **SECTION 7.1 POLICY.**

Regular, non-probationary employees are eligible for two (2) weeks paid vacation after one (1) year of continuous service with the company for the first seven (7) years with the company and three (3) weeks paid vacation after eight (8) or more years with the company and four (4) weeks after twenty (20) years of continuous service with the company (or a prorated amount for part time). Length of service includes the whole span of continuous service with the present company and with predecessor companies in the performance of similar work at the Robins Vehicle Operation and Maintenance contract. Vacation days are not considered time worked and shall not be considered for purposes of computing overtime.

## **ARTICLE VIII LEAVES OF ABSENCE**

### **SECTION 8.1 APPLICATION FOR LEAVES OF ABSENCE.**

Except for military service, no application for a leave of absence will be considered unless it is applied for in writing and on forms provided by the Company for that purpose.

### **SECTION 8.2 ALL LEAVES OF ABSENCE.**

All leaves of absence, except as otherwise herein provided, shall be granted at the discretion of the Company, dependent upon the work requirements or scheduled commitments of the section in which the employee requesting leave of absence is employed. Furthermore, leaves of absence as set forth in this Article VIII, except for military service, will be granted only when prior approval of the employee's Supervisor and the Project Manager are obtained. The Company reserves the right to request from an employee documentary proof of the conditions necessitating the leave of absence. The Company reserves the right to request from an employee documentary proof of the conditions necessitating the leave of absence. The Company may also, when in its opinion it is necessary, arrange for a doctor or a nurse, selected by the Company, to interview, or examine such employee, who has applied for a leave of absence because of illness or disability, for the purpose of determining the employee's condition and the possible duration of such sickness or disability. Misrepresentation of the facts on the basis of which a leave of absence is granted shall constitute grounds for dismissal for cause.

### **SECTION 8.3 EXTENDED MILITARY DUTY.**

Employees who enter the Armed Forces of the United States shall be granted a leave of absence for the period of such service, and upon honorable discharge therefrom shall be re-employed by the Company, as provided by the Universal Military Training and Service Act.

#### **SECTION 8.4 ILLNESS, INJURY OR PREGNANCY RELATED DISABILITY.**

Subject to the requirements of this agreement relating to leaves of absence, an employee who is found to the satisfaction of the Company to be unable to perform regularly assigned duties with the Company because of sickness, injury or pregnancy related disability shall receive a leave of absence without pay during the period of such disability, provided it does not exceed three (3) months. If the disability continues beyond the three (3) month period, such employee shall be entitled to an additional leave of absence for three (3) months, but not to exceed a total of twelve (12) months. Continuous service credit and seniority privileges shall accumulate for a maximum of twelve (12) months. The employees involved shall inform their immediate supervisor immediately upon the occurrence of the illness or disability and shall thereafter keep their immediate supervisor informed monthly in writing of the approximate time when they will be able to resume their usual Company duties.

#### **SECTION 8.5 LEAVE OF ABSENCE FOR JURY AND WITNESS DUTY.**

When a full-time employee is summoned for jury duty/witness duty and is required to serve on a regular work day during working hours which he/she would otherwise be scheduled to work, he/she shall be paid the difference between his/her regular straight-time rate of pay for those hours not exceeding eight (8) hours and the payment received for jury service. Continuous service credit and seniority privileges will accumulate during such leaves.

#### **SECTION 8.6 NON-WAR MILITARY DUTY ABSENCE.**

An employee with twelve (12) months or more of continuous service credit who is called for and performs non-war military duty shall be granted a leave of absence and will be compensated for the difference between his military pay (plus such allowances as flight pay and submarine pay) and the base payment he would have received for the hours he was thereby required to lose from his normal work schedule, but not to exceed ten (10) days at his base daily salary if he is called for training, or five (5) days at his base daily salary if he is called because of emergency. Continuous service credit and duly established seniority privileges will accumulate during such leave.

#### **SECTION 8.7 DEATH IN IMMEDIATE FAMILY.**

In case of death in the immediate family, an employee shall be granted a leave of absence up to two (2) weeks, provided the Company is convinced there is justification for such leave. If application is made in writing prior to the termination of such two-week leave, an extension of one week may be granted in unusual cases. Continuous service credit and duly established seniority privileges shall accumulate during such period.

#### **SECTION 8.8 SPECIAL OR UNUSUAL CASES.**

Where the Company finds that rare and usual facts require or justify it, leaves of absence may be granted, in addition to the leaves of absence in other provisions of this article, with or without accumulation of continuous service credit and established seniority privileges.

## **SECTION 8.9 LEAVE OF ABSENCE FOR UNION ACTIVITY.**

Any employee who is elected or appointed to an established position in the Union, and who has at least six months of continuous service credit, shall on written request of the Union be granted a leave of absence for Union activity for a period up to one year. Extensions of up to one year's duration may be requested and will be granted on written request of the Union prior to the termination of such leave. Continuity of service and full seniority privileges shall be retained and accumulated during such leaves of absence. When the Union activity for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if application is made therefore within ten (10) days thereafter, said employee will be given re-employment in his former position, if same still exists, or a comparable position, in accordance with his seniority privileges and at the applicable wage rate at the time of his return.

The number of employees to be granted such leaves of absence shall not exceed one at any time except by mutual agreement between the Company and the Union.

## **ARTICLE IX PAYMENT FOR ABSENCE**

### **SECTION 9.1 PERSONAL ILLNESS.**

Upon approval of the immediate supervisor, an employee who has been employed by the Company for six (6) months or more shall be paid for absence due to personal illness at the employee's basic rate, for a total of forty (40) hours in any twelve (12) month period. Absences shall be charged against such payment allowances in two hour units. It is agreed that the Company at its discretion may investigate illness or absences of an employee before payment for absences is authorized by the immediate supervisor.

An employee will be allowed payment for illness for a maximum of forty (40) hours in a calendar year. A medical certificate will be required after three (3) consecutive days. The Company may require a certificate prior to three (3) consecutive days if the employee is Monday/Friday abuser. Hours counted shall be those which fall within the five days of the employee's "Normal Work Week".

The above time may be used for personal business in accordance with company policy.

The company shall provide family and medical leave policy in accordance with the Family Medical Leave Act (FMLA).

### **SECTION 9.2 DEATH IN THE IMMEDIATE FAMILY.**

In the event of death in the employee's immediate family, an employee shall be paid for a maximum of three (3) days absence during the normal work week. For the purpose of this section, the immediate family shall include the employee's mother, father, sister, brother, and children of the employee, spouse, spouse's mother, father, and grandparents of employee and spouse.

## **ARTICLE X CONTINUOUS SERVICE CREDIT**

### **SECTION 10.1 ACQUISITION OF CONTINUOUS SERVICE CREDIT.**

Each employee shall have continuous service credit with the Company dating from the first date of his unbroken service as defined by the Service Contract Act.

### **SECTION 10.2 CONTINUITY OF SERVICE.**

The continuous service credit and seniority of an employee will be broken under the following conditions, and when so broken such employee shall be for all purposes considered a new employee if and when rehired:

- (A) Resignation or other voluntary termination of employment.
- (B) Discharge of just cause.
- (C) Absence in excess of two consecutive working days without notice, either by telephone or written message by messenger to the immediate supervisor or the Project Manager, unless satisfactory evidence of inability to report is shown.
- (D) Unauthorized absence beyond the time limit of an authorized vacation or an approved absence, unless satisfactory evidence of inability to report for work is shown.
- (E) Failure to report to work after layoff within three (3) working days after the Company gives the employee written notice to return to such work and failure to notify the Company of the employee's intention to return to work within three (3) working days after such notice is given. A copy of such notice shall also be given to the Union by the Company. Such notice shall be deemed to have been sufficiently given and sent to the employee by registered or certified mail addressed to the last address furnished to the employee relations Department of the Company. In the event mail delivery of such notice exceeds three (3) days, the Company shall extend the time in which a reply must be received by the number of days in excess of three (3).
- (F) Layoff without recall to work within three (3) years from the day of such layoff.

## **ARTICLE XI SENIORITY**

### **SECTION 11.1 ACQUISITION OF SENIORITY.**

Each new employee of the Company shall be hired on a temporary basis during a probationary period of ninety (90) calendar days. Upon completion of said period of employment, the employee shall be considered a regular employee and his seniority shall date from the start of the probationary period, and, when thus established, will equal the employee's continuous service

credit. A probationary employee may be discharged for any reason during the probationary period without recourse to the grievance procedure or otherwise.

### **SECTION 11.2 COMPUTATION OF SENIORITY.**

Employees in the bargaining unit on *December 28, 1993*, and new employees shall accumulate seniority by occupational classification during their period of continuous service with the Company at Warner Robins AFB.

Where two (2) or more employees have identical seniority within an occupational classification, the employee with the greater bargaining unit seniority shall be considered the most senior. In the event of identical bargaining unit seniority, the determination shall be made by the date of uninterrupted employment with all predecessor contractors. This shall apply in all determinations of seniority except when otherwise mutually agreed to by the Local Union and the Company.

### **SECTION 11.3 LOSS OR TERMINATION OF SENIORITY.**

The seniority of an employee shall be lost or terminated only under the same conditions which cause a break in continuous service credit and seniority as set forth in Article X of this agreement.

### **SECTION 11.4 LAYOFF.**

When layoffs occur, probationary employees, as defined in Section 11.1 of this agreement, in the occupational classification and seniority group affected shall be laid off first. If further layoffs are necessary such layoffs shall be made by seniority within the occupational classification affected; the employee with the least occupational seniority in such occupational classification shall be the first to be laid off and the last to be recalled. An employee subject to layoff under the foregoing may exercise bumping rights in the following order:

- (1) Displace the employee with the least bargaining unit seniority in any lower rated occupational classification in his seniority group provided he has greater bargaining unit seniority than the employee being displaced; or displace the employee with the least bargaining unit seniority in any occupation classification in any seniority group in which he had established seniority, provided he has greater bargaining unit seniority than the employee being displaced.
- (2) Displace the employee with the least bargaining unit seniority in an equivalent or lower rated occupational classification in any other seniority group provided he has greater bargaining unit seniority than the employee being displaced and provided he has the skill and ability to perform the work.

Such employee must notify the Company in writing if practical to do so of his intention to exercise bumping rights within forty-eight (48) hours of the Company's layoff notice. An employee so displaced may similarly exercise his rights of displacing another employee in accordance with the same criteria, it being understood, however, that the initial and resultant

"Bumps" must occur simultaneously so that there will be no delay in the layoff procedures. No employee may "bump" another employee in a higher rated occupational classification.

In all cases of layoff, the Company will give not less than two weeks notice of contemplated layoffs to the employees affected and to the Union. Where, however, such notice is not feasible, the Company will notify the employee and the Union as promptly as possible, and give in lieu of said notice two weeks pay not to exceed eighty (80) hours at the employee's straight time hourly rate.

#### **SECTION 11.5 SEVERANCE PAY: Effective October 01, 1998.**

Any employee with more than six (6) months of continuous service credit, who has established seniority, shall be entitled to severance pay when involuntarily laid off because of lack of work for a period in excess of thirty (30) days; however, no employee shall be entitled to severance pay in cases where such layoff is due to fire, flood, explosion, bombing, earthquake, or act of God, causing damage at locations where work is performed under this agreement or from strikes or work stoppages resulting in the inability to maintain normal operations. Employee shall not be paid severance pay at completion or in the event of any other termination of the contract including the government's failure to exercise a contract option.

The severance pay for employees entitled thereto under the provisions of this paragraph shall be one week of severance pay for the first year of completed continuous service, plus one week of severance pay for each additional year, or portion thereof, not to exceed 18 weeks severance pay.

Such severance pay shall be paid at the end of a waiting period of thirty (30) days from the date of such layoff. An employee who accepts reinstatement in employment with the company and is reinstated during the waiting period shall not be entitled to severance pay as herein provided. An employee who has received severance allowance and is subsequently reinstated during the period the allowance covers will repay the difference to the company in a manner agreeable to both. Such employee will be credited with the number of weeks of such repaid allowance against any future termination for which severance allowance is due. The employee will also be entitled to earn additional severance allowance in accordance with the employee's continuous service credit from the date of reinstatement after the employee has accumulated six (6) months additional continuous service credit with the company, but unused credit from a previous layoff plus severance accrued from the date of reinstatement cannot exceed 18 weeks. For the period of layoff, so long as recall rights exist, all laid-off employees shall accumulate seniority for the purposes of layoff and recalls. Also, temporary workers are categorically excluded from any severance pay.

Employees employed as of April 25, 1994, are permanent employees.

### **SECTION 11.6 RECALL.**

For the purpose of reinstatement all laid off employees shall be recalled in the following order:

- (1) Laid off employees who are classified in the occupational classification in which recalls are being made, in inverse order of layoff.
- (2) Laid off employees outside the recalled occupation who have the ability, skill and physical capabilities to do the work required in order of seniority.
- (3) No new employees will be hired until all such laid off employees capable of performing the work required have been offered recall.

Unless mutually agreed between the Company and the Union, no employee on layoff will be offered recall in a higher rated occupational classification than that from which he was laid off.

### **SECTION 11.7 EMPLOYEES TRANSFERRED OUT OF BARGAINING UNIT.**

An employee who has established seniority rights in an occupational classification within the bargaining unit and who is subsequently transferred or promoted to a position outside the bargaining unit shall be deemed to have accumulated and retained seniority rights in accordance with the provisions of this agreement for a period of one hundred eighty (180) days only from the date of such transfer or promotion, if in the opinion of the Company it becomes necessary or advisable to return him/her to a vacant position within the bargaining unit.

### **SECTION 11.8 SENIORITY PRIVILEGES FOR UNION STEWARDS.**

During their term of office, all duly elected or appointed Union Stewards will have top seniority for purposes of layoff as long as they are capable of performing the work then available.

Union Stewards shall be deemed to hold seniority for shift preference purposes over all employees in their respective jurisdiction when the exercise of such seniority is for the purpose of assuring employee representation.

### **SECTION 11.9 SENIORITY LIST.**

The Company shall supply the Union with a seniority list of the employees covered by this agreement. Such list shall be revised quarterly.

### **SECTION 11.10 TEMPORARY UPGRADES**

Temporary upgrades will be made according to seniority provided the person is qualified to perform the required work.

## **ARTICLE XII GOVERNMENT SECURITY**

### **SECTION 12.1 DEFENSE SECURITY.**

The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and that security is vital to the Company and the Union in carrying on their part in the defense effort.

Therefore, in the event that the Armed Forces, through their duly authorized representatives concerned with security, advise or have advised the Company that any employee in the bargaining unit covered by this agreement is denied work on or access to classified information or material, it is mutually agreed between the Company and the Union that such employee shall be subject to any action as to his employment, including but not limited to termination, which the Company considers necessary for security reasons. Any such employee shall have no seniority rights under this agreement, while such determination is outstanding.

In the event, however, that a review, duly made by the appropriate Governmental authority, shall result in a reversal in the original ruling, all seniority, benefits and other employment rights as an employee shall be restored to him, and if he has been removed from employment for security reasons, and such reversal is obtained after his removal, he shall be offered reinstatement in accordance with his accumulated seniority. Such employee shall receive payment from wages lost during the period of removal from employment, at his basic salary rate at the time of his removal, less any amount earned during such period by reason of his employment elsewhere.

The Company, all representatives of the Union having access to the premises, and all employees are required to comply with applicable Government security regulations when performing work for the Government. The Company and the Union agree that security information will be revealed only to persons properly cleared and required to have the information by the Government. The Company and the Union agree that security information will be revealed only to persons properly cleared and required to have the information by the Government.

### **SECTION 12.2 FAILURE TO OBTAIN SECURITY CLEARANCE.**

If an employee has not been granted a Secret clearance within ninety (90) calendar days from the date of application submission, the Company may terminate his employment.

## **ARTICLE XIII SAFETY, HEALTH AND INSURANCE**

### **SECTION 13.1(A) SAFETY AND HEALTH.**

The Company will make all reasonable provisions for the safety and health of its employees during hours of employment. The Union agrees to cooperate with the Company in assuring conformance with all established safety regulations.

## **SECTION 13.1(B) SAFETY MEETINGS.**

The Company and Shop Stewards will meet once each month to discuss safety problems and practices in their activity.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

### **SECTION 14.1 PRESENTATION OF GRIEVANCES.**

If there is any grievance, dispute or difference between any employee covered by this agreement and the Union or the Company or among any of said parties with respect to the interpretation or application of any provision of this agreement, such grievance, dispute or difference shall be reduced to writing and processed in accordance with the following steps in this grievance procedure, provided, however, that any individual employee, or group of employees, shall have the right at any time to present verbally, or in writing, complaints or grievances to the Company and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this agreement, and provided the Union's representative has been given an opportunity to be present at such adjustments. Except in the case of a grievance directly involving more than one immediate supervisor, which may be taken immediately to Step 2, a grievance shall be negotiated in each of the following successive steps between the representatives of the parties specified in each step.

#### **STEP 1 Between the Immediate Supervisor and the Appropriate Shop Steward.**

The supervisor shall give the Shop Steward a written reply to the grievance within five (5) working days after the meeting with the Shop Steward. If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step 2, provided such appeal is made with five (5) working days after the receipt of the Supervisor's reply. A meeting in Step 2 shall be held within ten (10) working days after receipt by the Company of Notice of Appeal unless a postponement is jointly agreed to by the Company and the Union.

#### **STEP 2. Between the Project Manager for the Company at Warner Robins AFB or a Designee and the Union Business Manager or a Designee.**

The Project Manager or a designee shall make a reply in writing not later than ten (10) working days after meeting with the Union Manager or a designee. If this reply is unsatisfactory, the grievance may be appealed to Step 3, provided such appeal is made within ten (10) working days following receipt of a second step reply. A meeting in Step 3 shall be held within thirty (30) working days after receipt by the Company of Notice of Appeal unless a postponement is jointly agreed to by the Company and the Union.

#### **STEP 3 Between the General Manager Baker Support Services, Inc. , or a Designated Representative and the Business Manager of the Local Union, or a Designated Representative.**

The Company representative shall make a reply in writing not later than ten (10) working days after meeting with the Union's Business Manager.

#### **SECTION 14.2 ARBITRATION.**

Any grievance which has not been finally settled or disposed of in accordance with the steps of the Grievance Procedure outlined above may be submitted to arbitration within ten (10) working days of receipt of the Third Step Reply by either party.

The party desiring arbitration shall notify the other party in writing within the aforementioned ten (10) day period, and shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Such request shall be made within ten (10) working days of the notice to the other party.

Each party shall, within the ten (10) days from the receipt of such list, be entitled to strike alternately a name from the list until one name remains and this person shall be the arbitrator. The parties shall draw straws to determine which shall strike the first name. The parties agree that the decision or award of such arbitrator be final and binding on each of the parties and that they will abide thereby, subject to such laws, rules and regulations as may be applicable. The authority of the arbitrator shall be limited to determining questions involving the interpretation or application of provisions of this agreement, and no matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to, subtract from or to change any of the terms of this agreement, to change any rate in the Schedule of Salary Rates or to establish a new salary rate, except under Section 4.2. Each party shall bear the expenses of preparing and presenting its own case. The cost, if any, of the arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto. Failure to appeal a decision made in any step in the time and manner specified shall constitute a bar to further action thereon.

#### **SECTION 14.3 TIME FOR PRESENTATION OF GRIEVANCES.**

All grievances shall be presented as soon as practicable after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance or later than twenty (20) calendar days if the grievance arises from any other cause. The failure to submit a grievance within such periods shall constitute a bar to further action thereon. If it is determined under the grievance procedure, including arbitration, that any adjustment in salary is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of occurrence, provided that such date is not more than thirty (30) calendar days prior to the date upon which the grievance was presented.

#### **SECTION 14.4 TIME LIMITS.**

In the application of the grievance and arbitration provisions of this Article, the following shall govern:

- (1) All time limits shall be strictly adhered to by both parties.
- (2) If the party to whom a grievance is presented fails to reply in writing within the applicable time limit, the grieving party may appeal to the next step if it desires (although it is not required to do so); and if the grieving party fails to appeal in writing within the applicable time limit the grievance shall be denied.

(3) When a written reply is made, time shall be calculated at any step from the date the appropriate representative of the grieving party for the step of the grievance procedure involved receives the written reply to the grievance.

(4) Time shall be considered of the essence and failure by either party to comply with an applicable time limit by so much as one day shall be considered binding with respect to the rights of the party exceeding such limit.

#### **SECTION 14.5 RECORD OF DISCIPLINARY ACTION.**

The Company will consider reprimands or disciplinary actions against an employee as cleared from his record after a twelve (12) month period from the date of issuance, provided that there have been no further infractions during that period. The employee's record may be cleared earlier when, in the judgment of the Company, his past service record warrants such action.

### **ARTICLE XV UNION REPRESENTATION**

#### **SECTION 15.1 INVESTIGATION OF GRIEVANCES.**

Subject to existing security regulations, the Business Manager or other authorized representatives of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances, complaints or matters arising out of the application of the agreement. He shall obtain from the Company specific authorization for each visit and such visit shall be subject to such regulations as may be made from time to time by the Company and the government. The Company will not impose regulations which will exclude such representatives from the work areas nor render ineffective the intent of this provision.

#### **SECTION 15.2 DESIGNATION OF STEWARDS.**

The Union may designate not more than three (3) Stewards. The Union will keep the Company currently informed in writing of the names of the designated Stewards. Only those Stewards so designated, the Business Manager, and other designated representatives will be acceptable by the Company as representatives of the Union.

#### **SECTION 15.3 HANDLING GRIEVANCES.**

The stewards shall be allowed to handle requests, complaints or grievances arising under this agreement during their regular working hours without loss of compensation provided that the time so spent is devoted to the prompt handling of request, complaints or grievances in accordance with the grievance procedure of this agreement and that they at all other times continue to perform their assigned jobs.

#### **SECTION 15.4 SCOPE OF STEWARDS UNION ACTIVITIES.**

The Stewards' Union activities on Company time shall fall within the scope of the following functions:

(A) To consult with an employee regarding the presentation of a request, complaint or grievance which the employee desires him to present.

(B) To investigate a complaint or grievance of record after presentation to the appropriate supervisor.

(C) To present a request, complaint, or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.

(D) To meet by appointment with an appropriate supervisor or other designated representative of the Company, when necessary, to adjust grievances in accordance with the grievance procedure of the agreement. The Company and the Union are in agreement that the minimum amount of time should be spent in the performance of these duties.

### **SECTION 15.5 PERMISSION TO LEAVE WORK FOR UNION ACTIVITIES.**

The Steward before leaving his work station to perform any of his functions herein set forth, shall request permission from his immediate supervisor and state the Union business he desires to conduct on Company time. Such permission shall be immediately granted unless it should substantially interfere with operations. He shall report to his supervisor upon completing each mission.

## **ARTICLE XVI GENERAL PROVISIONS**

### **SECTION 16.1 BULLETIN BOARDS.**

The Company agrees to provide a suitable number of bulletin boards for posting of Local Union publicity. Material posted shall be limited to Notices of Local Union Meetings, Local Union Newspaper items, Union recreation and social activities and seniority lists and overtime distribution lists. It is agreed that only notices approved by the Company shall be posted. Approval of such posting shall not be unreasonably withheld. It is further agreed that there will be no other general distribution or posting by employees of any other literature within the work areas without prior approval by the company.

(A) **Tuition Reimbursement** The Company will reimburse employees for any job related schooling, provided such schooling is required by the Company's Prime Contract with the Government and is approved by the Project Manager in advance.

### **SECTION 16.2 FILLING VACANCIES: PROMOTIONS AND EXCLUSIVE HIRING HALL.**

Before employees are hired from the outside to fill vacancies in bargaining unit positions, it is the intention of the Company to promote from within the bargaining unit if available employees have, as determined by the Company, the present skill, ability, and qualifications necessary to perform the work. If in the determination of the Company, two or more employees

possess the present skill, ability and qualifications necessary to perform the available work, the more senior of them will be promoted. Should a junior employee be selected over a senior employee, the senior employee shall have the right to grieve the Company's determination to the extent that such determination was arbitrary and capricious. In the event that an employee is promoted or upgraded to a higher rated occupational classification the employee shall receive the applicable salary. During the first ninety (90) calendar days in the position, the promoted employee will be considered in a trial period. If during this trial period the Company determines that the employee is not satisfactorily performing the duties of the position, the employee may be removed from the position and placed back into his/her former position if it remains open. If the former position has been filled, the employee may be placed into any open position for which the Company determines him/her to possess the present skill, ability and qualifications to perform and the employee will be paid at the rate of such position. In the event the Company determines that there are no current employees with the present skill, ability and qualifications to perform the work, it may, at its discretion, fill the position from any source.

### **SECTION 16.3 WAIVER.**

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this agreement. Therefore, the Parties, for the life of this agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this agreement, to bargain collectively with respect to any subject of matter referred to or covered in this agreement. Further, the parties, for the life of this agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this agreement was negotiated or signed.

### **SECTION 16.4 INVALIDITY.**

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby.

### **SECTION 16.5 SUCCESSORS.**

This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

### **SECTION 16.6.**

Part time employees covered by the terms of this Agreement shall continue to be eligible for those benefits for which they qualify per the terms of this Agreement and/or the terms of benefit plan documents, with the terms of benefit plan documents being controlling in the event of conflict. The benefit levels of part time employees shall be governed by the pro rata formulations the company has historically applied.

**SECTION 16.7.**

The Union and the Company jointly agree to the philosophy of "quality service to the customer" and support an active quality control program administered by the Company designed to assure properly completed work and excellent customer relations. The Union agrees to actively promote workmanship and customer relations within its membership.

**ARTICLE XVII**  
**TERM, NOTICE OF CHANGE AND TERMINATION**


**SECTION 17.1 TERM, NOTICE OF CHANGE AND TERMINATION.**

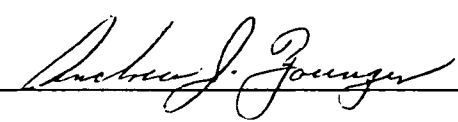
This Agreement shall become effective as of 1 October 1998, and shall continue in full force and be binding upon the respective parties hereto until 2400 hours, 30 September 2001, and thereafter be automatically renewed from year to year from the 1<sup>st</sup> day of October to and including the 30<sup>th</sup> day of September of subsequent years, unless notice in writing shall be given by either party to the other of a desire to change or modify this Agreement not less than one hundred twenty (120) days prior to the termination of the Agreement or prior to a subsequent applicable expiration date after automatic renewal. If such notice is given, parties will exchange proposals ninety (90) days prior to the termination of this Agreement, and will meet and negotiate from time to time prior to the termination of this Agreement in an effort to determine the terms and provisions of a new collective bargaining agreement for a succeeding period.

If the parties do not reach an agreement with respect to proposed changes or a new agreement in the event termination notice has been given prior to said expiration date, then this Agreement shall terminate on its expiration date. The parties may by mutual consent extend this agreement for a specific period to allow further negotiations.

**BAKER SUPPORT SERVICES, INC.**

**INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYES,  
MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS OF  
THE UNITED STATES AND CANADA;  
AFL-CIO, CLC, LOCAL 780, I.A.T.S.E.**

BY:   
Glen V. Murphy/Director of Contracts  
(Name/Title)      Date: 9/12/98

  
Andrew J. Younger/Business Manager  
(Name/Title)      Date: 9/12/98

BAKER SUPPORT SERVICES, INC.  
VEHICLE MAINTENANCE AND SUPPLY  
10/01/98 TO 10/01/2001

		3% Increase	3% Increase	3% Increase
		10/1/98	10/1/99	Oct. 1, 2000
	Present	Bringing Base	Bringing Base	Bringing Base
<u>Classification</u>	<u>Base Labor Rate</u>	<u>Labor Rate To</u>	<u>Labor Rate To</u>	<u>Labor Rate To</u>
Work Leader	\$18.19	\$18.74	\$19.30	\$19.88
Chief Quality Control & Safety Monitor		\$18.99	\$19.55	\$20.13
Quality Control Inspector	17.75	18.28	18.83	19.39
Mechanic	17.12	17.63	18.16	18.70
Metal Mechanic	17.12	17.63	18.16	18.70
Painter	16.54	17.04	17.55	18.08
Automotive Worker	15.98	16.46	16.95	17.46
Metal Worker	15.98	16.46	16.95	17.46
Upholsterer	15.98	16.46	16.95	17.46
Material Control Leadman	15.52	15.99	16.47	16.96
Computer Operator III	14.21	14.64	15.08	15.53
Tire Repairer	14.20	14.63	15.07	15.52
Mechanics Helper	14.20	14.63	15.07	15.52
Sr Production Scheduler	14.00	14.42	14.85	15.30
Supply Technician	12.24	12.61	12.99	13.38
Maintenance Analyst	12.10	12.46	12.83	13.21
Material Coordinator	11.04	11.37	11.71	12.06
Parts Expeditor	9.70	9.99	10.29	10.60